

**Amendment Number 1**  
**to**  
**Contract Number DIR-SDD-1683**  
**between**  
**State of Texas, acting by and through the Department of Information Resources**  
**and**  
**XEROX CORPORATION**

This Amendment Number 1 to Contract Number DIR-SDD-1683 ("Contract") is between the Department of Information Resources ("DIR") and Xerox Corporation ("Vendor"). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. **Contract, Section 1, Introduction, C. Order of Precedence**, is hereby restated as follows:

**C. Order of Precedence**

For purchase transactions under this Contract, the order of precedence shall be as follows: this Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Master Operating Lease Agreement; Appendix D, Master Lease Agreement; Appendix E, Services and Solutions Agreement; Exhibit 1, Vendor's Response to RFO DIR-SDD-TMP-160, including all addenda; and Exhibit 2, RFO DIR-SDD-TMP-160, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. For Lease transactions under this Contract the order of precedence shall be as follows: this Contract; Appendix C, Master Operating Lease Agreement; Appendix D, Master Lease Agreement, as applicable depending on the type of lease; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix E, Services and Solutions Agreement; Exhibit 1, Vendor's Response to RFO DIR-SDD-TMP-160, including all addenda; and Exhibit 2, RFO DIR-SDD-TMP-160, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing lease transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix E, then Exhibit 1, and finally Exhibit 2. In the event of a conflict between the documents listed in this paragraph related to lease transactions, the controlling document shall be this Contract, then Appendix C or Appendix D, depending on the type of lease transaction, then Appendix A, then Appendix B, then Appendix E, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. **Contract, Appendix E, Services and Solutions Agreement**, is hereby added.

All other terms and conditions of the Contract as amended, not specifically modified herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be Amendment Number 1 and then the Contract.

**(Remainder of page intentionally left blank)**

**IN WITNESS WHEREOF**, the parties hereby execute this amendment to be effective as of the date of last signature.

**Xerox Corporation**

**Authorized By: signature on file**

**Name: Celeste Lay**

**Title: Account General Manager**

**Date: 11/22/11**

**The State of Texas, acting by and through the Department of Information Resources**

**Authorized By: signature on file**

**Name: Karen Robinson**

**Title: Executive Director of DIR**

**Date: 12/9/11**

**Legal: signature on file 12/5/11**